

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA

In Re:

Case No. 6:12-bk-03297 KSJ

CAROL ROSEMARIE WILSON,

Debtor

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**AMENDED MOTION TO APPROVE HAMP TRIAL PERIOD AGREEMENT**

**NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING**

Pursuant to Federal Rule of Bankruptcy Procedure 4001(d), the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection within **FOURTEEN (14) DAYS** from the date of service of this paper. If you object to the relief requested in the paper, you must file your objection with the Clerk of Court at the United States Bankruptcy Court, Middle District of Florida, Orlando Division, 135 West Central Boulevard, Suite 950, Orlando, Florida, 32801, and serve a copy on the movant's attorney, Monica Robertson-Udokwu, Esquire, 1339 W. Colonial Drive, Orlando, FL 32804, and any other appropriate persons.

If you file and serve an objection within the time permitted, the Court will schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court may consider that you do not oppose the granting of the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Comes now the Debtor, by and through undersigned Counsel, and files this Motion to Approve HAMP Trial Period Agreement and in support thereof would state as follows:

1. The Debtor has sought a mortgage modification through Wells Fargo Bank, NA as Trustee and the Home Affordable Modification Program.
2. The Debtor has been approved into a trial period plan under the Home Affordable Modification Program. The trial period payments are \$1,512.71 per month beginning October 1, 2012. (See attached HAMP Trial Offer).
3. The Debtor is completing step one of a two-step documentation process.
4. The trial period has been approved for three months beginning October 1, 2012.
5. The mortgage payments should be sent to the following address:

RESIDENTIAL CREDIT SOLUTIONS, INC  
P.O. BOX 163289  
FORT WORTH, TEXAS 76161

OVERNIGHT ADDRESS:  
RESIDENTIAL CREDIT SOLUTIONS, INC  
4282 NORTH FREEWAY  
FORT WORTH, TEXAS 76137

6. The Debtors would request that after the three payments have been made that Wells Fargo Bank, NA as Trustee, or its representatives or assignees, send the final agreement within a reasonable amount of time.
7. Payments made to the Chapter 13 Trustee constitute timely payments to the lender, Wells Fargo Bank, or its successors or assigns.

Wherefore, Debtor requests this Honorable Court for its Order Approving the Home Affordable Modification Program on a trial period and require that Wells Fargo forward the final modification agreement within a timely period of time and such other relief that may be deemed just and proper in the circumstances.

Certificate of Service

I hereby certify that on September 25, 2012, a copy of this document was filed electronically with the Clerk of the Bankruptcy Court and served electronically or by regular United States mail to all interested parties, the debtor, the Trustee, Laurie K. Weatherford, P.O. Box 3450, Winter Park, Florida 32790, and to:

Residential Credit  
c/o Albertelli Law  
100 Galleria Parkway, Suite 960  
Atlanta, Georgia 30339

Residential Credit  
c/o Albertelli Law  
PO Box 23028  
Tampa, Florida 33623  
Attn: Wayne B. Spivak, Esquire  
[wspivak@albertellilaw.com](mailto:wspivak@albertellilaw.com)

/s/ Monica Robertson-Udokwu  
FBN 83545  
Monica Robertson-Udokwu, Esquire  
Anderson and Associates, P.A.  
1339 W. Colonial Drive  
Orlando, FL 32804  
407-843-9901 Fax: 407-843-9903  
[monica@consultlawoffice.com](mailto:monica@consultlawoffice.com)

Date: September 7, 2012

**HELPING YOU STAY IN YOUR HOME.**

**MAKING HOME AFFORDABLE.**

**You may be able to make your payments more affordable!  
Call 1-800-737-1192 for Immediate Assistance.**

Loan Number: [REDACTED]

CAROL R WILSON

Property Address: 12815 OULTON CIR, ORLANDO, FLORIDA 32832

Dear CAROL R WILSON,

**Congratulations!** You are approved to enter into a trial period plan under the Home Affordable Modification Program. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

**What you need to do.**

To accept this offer, you must make your first monthly "trial period payment". To qualify for a permanent modification, you must make the following trial period payments in a timely manner:

1<sup>st</sup> Payment: \$1,512.71 by 10/1/2012

2<sup>nd</sup> Payment: \$1,512.71 by 11/1/2012

3<sup>rd</sup> Payment: \$1,512.71 by 12/1/2012

4th Payment: n/a by

After all trial period payments are timely made and you have submitted all the required documents, your mortgage will be permanently modified. (Your existing loan and loan requirements remain in effect and unchanged during the trial period.) **If each payment is not received by Residential Credit Solutions, Inc. (RCS) in the month in which it is due, this offer will end and your loan will not be modified under the Making Home Affordable program.**

If you have any questions or if you cannot afford the trial period payments shown above but want to remain in your home, or if you have decided to leave your home but still want to avoid foreclosure, please call us at **1-800-737-1192** as we may be able to help you. (Also, please review the attached "Frequently Asked Questions.")

Sincerely,

Servicer Contact Name:

Servicer Contact Title:

Residential Credit Solutions, Inc. (RCS)

The hours of operation are:

Monday - Thursday 8:00am to 11:00pm CST

Friday 8:00am to 9:00pm CST

Saturday 8:00am to 12:00pm CST

*Attachments: (1) Frequently Asked Questions; (2) Additional Trial Period Plan Information and Legal Notices*

*The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, your servicer and the Federal Government are working to offer you options to help you stay in your home.*

Date: September 7, 2012

**Frequently Asked Questions****Get the answers you need to some of the most common questions.****Q. What else should I know about this offer?**

- If you make your new payments timely **we will not conduct a foreclosure sale.**
- You will not be charged any fees for this trial period plan or permanent modification.
- If your loan is modified, we will waive all unpaid late charges.
- Your credit score may be affected by accepting a trial period plan. The impact of a permanent modification on a credit score depends on the homeowner's entire credit profile. For more information about your credit score, go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shsh>.
- You may be required to attend credit counseling.

**Q. Why is there a trial period?**

The trial period offers you immediate payment relief and gives you time to make sure you can manage the lower monthly mortgage payment. The trial period is temporary, and your existing loan and loan requirements remain in effect and unchanged during the trial period.

**Q. How was my new payment in the trial period determined?**

Your trial period payment is approximately 31% of your total gross monthly income, which we determined to be 5,332.99 based upon the income documentation you provided. If the loan is successfully modified, your new payment also will be based on 31% of your gross income. In addition, if your existing payment includes mortgage insurance premiums, this amount will also be added to your payment. If we were able to permanently modify your loan today, we estimate your modified interest rate would be 2.332. Your final modified interest rate may be different.

The modified payment should be sufficient to pay the principal and interest as well as property taxes, insurance premiums and other permissible escrow fees based on our recent analysis of these costs. Your modified monthly payment may change if your property taxes and insurance premiums change. If you did not have an escrow account before, the timing of your tax and insurance bills may require that you make a payment to cover any such bills when they come due. This is known as an escrow shortage. Your loan has an escrow shortage of \$0.00; this can either be paid in a lump sum when the loan is modified or over the next 0 months in an amount of per month in addition to your modified monthly mortgage payment. If you wish to pay the total shortage as a lump sum, please contact us at 1-800-737-1192.

**Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?**

Once you make all of your trial period payments on time, we will send you a modification agreement detailing the terms of the modified loan. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment as that is determined based on your total monthly gross income, not your loan balance.

Date: September 7, 2012

<b>Frequently Asked Questions</b>	<b>Get the answers you need to some of the most common questions.</b>
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**Q. Are there incentives that I may qualify for if I am current with my new payments?**

Once your loan is modified, you can earn a pay-for-success incentive for every month that you make on-time payments beginning with the trial period payments. Depending on your modified monthly payment, you may accrue up to \$1000 each year for five years for a total of \$5,000. This important benefit, *which will be applied to your principal balance each year after the anniversary date of your first trial period payment due date*, will help you earn equity in your home by reducing the amount that you owe. However, you must remain current on your loan. You will lose this benefit if your modified loan loses good standing, which means that the equivalent of three full monthly payments are due and unpaid on the last day of any month, at any time during this five year period. If you lose this benefit, you will lose all accrued, unapplied incentive payments.

In addition, once your loan is permanently modified, you may be eligible to have some of your principal forgiven on a deferred basis. So long as your modified loan remains in good standing, we will forgive 49,822.94 of the principal balance of your loan each year on the anniversary of your first trial period payment date for three years. You will lose this benefit if your modified loan loses good standing at any time during this three year period, including all accrued and unapplied amounts. Any principal forgiveness will be reported to the Internal Revenue Service and may have tax consequences. Therefore, you are advised to seek guidance from a tax professional. Please contact us at 1-800-737-1192 if you do not want principal forgiveness, we may have other modification options for you.

**Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?**

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage **unless** your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. The cap will equal the market rate of interest being charged by mortgage lenders on the day your modification agreement is prepared (the Freddie Mac Primary Mortgage market Survey Rate for 30-year, fixed-rate conforming mortgage). Once your interest rate reaches the cap it will be fixed for the remaining life of your loan. Like your trial period payment, your new monthly payment will also include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

**Q. What if I have other questions about Home Affordable Modification that cannot be answer by my mortgage servicer?**

Call the Homeowner's HOPE(tm) Hotline at **1-888-995-HOPE (4673)**. This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.

**Q. What if I am aware of fraud, waste, mismanagement or misrepresentations affiliated with the Troubled asset Relief Program?**

Please contact SIGTARP at 1.877.SIG.2009 (toll-free), 202.622.4559 (fax) or [www.sig tarp.gov](http://www.sig tarp.gov) and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L. Street NW, Washington, DC 20220.

Date: September 7, 2012

<b>Important Program Info</b>	<b>Here's additional information you need to know about the Home Affordable Modification Program.</b>
<b>Additional Trial Period Plan Information and Legal Notices</b>	

The terms of your trial period plan below are effective on the day you make your first trial period payment, provided you have paid it on or before 10/1/2012. You and we agree that:

**We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the trial period plan, except as detailed below:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you are notified in writing that you failed to comply with the terms of the trial period plan or do not qualify for a permanent modification.
- You agree that the servicer will hold the trial period payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that the servicer will not pay your interest on the amounts held in the account. If any money is left in this account at the end of the trial period plan those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- The servicer's acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan unless such payments are sufficient to completely cure your entire default under your loan.

**If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:**

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

**Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under your loan documents:**

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the trial period plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

Date: September 7, 2012

Loan Number: [REDACTED]

Borrower: WILSON

## HAMP Trial Plan Acknowledgement

Borrower(s): CAROL R WILSON

Property Address: 12815 OULTON CIR, ORLANDO, FLORIDA 32832

The undersigned Borrower(s) hereby acknowledge receipt of this Home Affordable Modification Program (HAMP) Trial Period Plan offer and attachments, including (1) Frequently Asked Questions; (2) Additional Trial Period Plan Information and Legal Notices.

\_\_\_\_\_  
CAROL WILSON

Date: \_\_\_\_\_

Date: September 7, 2012

Loan No.: [REDACTED]

Borrower: WILSON

## MAKING HOME AFFORDABLE

☐ SPECIAL INSPECTOR GENERAL ☐

TROUBLED ASSET RELIEF PROGRAM

### NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

### SIGTARP Hotline

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by:

Online Form:	<a href="http://www.SIGTARP.gov">www.SIGTARP.gov</a>
Phone:	877-SIG-2009 (toll-free)
Fax:	202-622-4559
Mail to:	Hotline Office of the Special Inspector General For The Troubled Asset Relief Program 1500 Pennsylvania Ave., NW, Suite 1064 Washington , D.C. 20220

For all other inquiries related to your mortgage, please contact your Lender.



Date: September 7, 2012

**HELP FOR AMERICA'S HOMEOWNERS.**

**Making Home Affordable.**

**Dodd-Frank Certification**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

**Borrower/Co-Borrower**

\_\_\_\_\_  
I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) Felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion

I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

Social Security Number:

Date of Birth:

Date: \_\_\_\_\_

\_\_\_\_\_  
CAROL WILSON

Date: September 7, 2012

**HELPING YOU STAY IN YOUR HOME.**

**MAKING HOME AFFORDABLE.**

**You may be able to make your payments more affordable.**

**Act now to get the help you need!**

Loan Number: [REDACTED]  
CAROL R WILSON  
12815 OULTON CIR , ORLANDO, FL 32832

Property Address: 12815 OULTON CIR, ORLANDO, FLORIDA 32832

Residential Credit Solutions, Inc. (RCS)  
4282 North Freeway, Fort Worth, TX 76137  
Phone: 800-737-1192 Fax: 888-775-7250

Dear CAROL R WILSON,

You did it! By entering into a Home Affordable Modification Trial Period Plan you have taken the first step toward making your payment more affordable. We want to remind you that when you signed your Trial Period Plan, you agreed to work with a HUD-approved housing counseling agency. The service provided by the housing counseling agency is **FREE**. Counselors will work with you to create a household budget and develop an action plan to reduce your household debts. You can also count on your housing counselor to provide you with support during the loan modification process.

Your next step is to choose from the following housing counseling options:

- A. Select a HUD approved housing counseling agency by going to this website address: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/>. The available agencies are listed by state and can provide you with either in-person counseling or counseling by phone.
- B. Or, select counseling by phone through the HOPE Hotline by calling 1-888-995-HOPE. This is an on-demand counseling service that is available 24-hours a day/7-days a week. The HOPE Hotline is available in Spanish or English (other languages are available on request).

Whichever option you select, the housing counseling services will be made available at NO COST TO YOU. Remember, it is **your responsibility** to contact one of these counseling agencies. It is also a requirement of your Trial Period Plan.

If you have questions about this requirement, please contact us at 1-800-737-1192 or email us at [helpteam@residentialcredit.com](mailto:helpteam@residentialcredit.com).

Sincerely,

Loss Mitigation Department  
Residential Credit Solutions, Inc. (RCS)

*The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, your servicer, and the Federal Government are working to offer you options to help you stay in your home.*